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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

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Southern Electric	:	
Supply Co., Inc. D/b/a	:	
Rexel Elgee, Inc.,	:	
Plaintiffs,	:	
vs.	:	Case No. 2:05 CV442
	:	Judge John D. Holschuh
	:	Magistrate Judge Kemp
Lienguard, Inc., et	:	
al.,	:	
Defendants.	:	

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DEPOSITION OF MARK DECKER

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Taken at Kegler, Brown, Hill & Ritter Co., L.P.A.
65 East State Street, Ste. 1800
Columbus, OH 43215
May 5, 2006, 1:00 p.m.

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04:47:05 1 provided, you are running a risk, and you are
04:47:12 2 unequivocally giving up the right to file a lien
04:47:21 3 against the party -- the interest of the party
04:47:24 4 that is signing the Notice of Commencement. So to
04:47:33 5 do it only on American Honda Motor Co., Inc. -- I
04:47:41 6 guess I have to answer your question yes, it is
04:47:44 7 improper.

04:47:48 8 Q. Could you have a situation now where
04:47:51 9 you have Rexel, which is a relatively larger
04:47:55 10 corporation -- would it be improper for an
04:47:58 11 attorney to rely on the information that the
04:48:02 12 client's providing him? Specifically would it be
04:48:05 13 improper for Mr. Popper to rely on information
04:48:07 14 provided to him by Rexel?

04:48:12 15 MR. HARRIS: Objection.

04:48:12 16 Q. As far as -- again, finding the proper
04:48:12 17 party to serve -- well, the proper party to serve
04:48:18 18 the Notice of Furnishing?

04:48:18 19 A. What is Mr. Popper? What is Lienguard?
04:48:24 20 Are they providing a service, or are they
04:48:28 21 scriveners? Because if they are scriveners, a
04:48:32 22 secretary can fill out a Notice of Furnishing.

04:48:32 23 Q. I'm going to object to as being
04:48:35 24 nonresponsive.

04:48:40 1 MR. ROSENBERG: Yeah. Move to strike.

04:48:46 2 Q. My question is, it wouldn't be improper
04:48:50 3 for an attorney to rely on information provided to
04:48:53 4 him by a corporate client regarding the party to
04:48:56 5 whom a Notice of Furnishing should be served. Is
04:48:59 6 that accurate?

04:49:00 7 A. That is absolutely inaccurate. It is
04:49:05 8 improper. That would be like me saying my client
04:49:10 9 can provide me information on a mechanic lien and
04:49:15 10 I can sit back there and ignore whether or not
04:49:20 11 that information is accurate -- ignore that
04:49:22 12 information about whether anything is specific,
04:49:25 13 ignore anything about that information and not
04:49:27 14 make judgment calls that my client retained me to
04:49:30 15 do.

04:49:31 16 Q. But on the flip side, if you were to
04:49:33 17 ask your client information about what happened
04:49:36 18 when you walked down the street, you would rely on
04:49:40 19 that information, wouldn't you?

04:49:40 20 A. No. It's not my job to rely on my
04:49:43 21 client's information. It's my job to ask the
04:49:46 22 right questions.

04:49:47 23 Q. If your client provides you with wrong
04:49:50 24 information?